
MERCHANT AGREEMENT

Last Update: 25 May 2017

This Merchant Agreement ("Agreement") is between you, the User, together with any company or other business entity you are representing, if any (collectively, "you"), and AppliedMACS Technology Solutions Private Limited - providers of the STÖR-e related applications and services

STÖR-e provides Software Applications and Services that enable merchants to build online stores through which they can sell their products and services online ("Software"). STÖR-e also provides merchants services, including hosting of the online store, email services, store management services, marketing services, and other related services as may be offered from time to time (collectively, "Services").

This Agreement begins when you accept it (either in registration or if you take over an account of someone else, in accordance with the transfer terms provided in Section 13.6 below), and stays in effect until you or STÖR-e terminates your account. This Agreement is subject to Terms of Use for the STÖR-e Site that are incorporated into this Agreement by reference and may be accessed through links in this Agreement and on thestor-e.com. In the event any terms provided in this Agreement conflict with the Terms of Use, the terms provided in this Agreement will govern.

By accepting this Agreement and by using the Software and Services, you agree to be bound by the terms and conditions of this Agreement, and to all terms and conditions that are incorporated into this Agreement by reference. We may change the terms and conditions of this Agreement, and if you continue using the Software and Services after such changes you will also be bound by those amended terms and conditions.

you authorise STÖR-e to process any and all of your STÖR-e account transactions initiated through the use of the password or passphrase that you establish through the our Applications and you are solely responsible for maintaining the confidentiality of such password and/or passphrase.

1. Eligibility Criteria

STÖR-e is not bound by this Agreement unless you meet the eligibility criteria for entering into this Agreement as set forth in this Section of this Agreement.

1.1.Availability

STÖR-e's Software and Services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind such entity to this Agreement. STÖR-e may use techniques to confirm the accuracy of the information you provide to us. If for any reason, STÖR-e, in its discretion, believes such information to be incorrect, it reserves the right, without provision of any notice to you, to revoke any and all licenses under this Agreement, terminate your account, and refuse to provide the Software and Services under this Agreement to you. you further represent that you have not had a prior account terminated by STÖR-e or been associated with a STÖR-e account that was previously terminated.

Know Your Customer (KYC) process

STÖR-e requires that you co-operate and share necessary documentations to complete the KYC Process. The documentation requirements include copies of Identity Proofs, Address Proofs, Bank Details and other such documents. The verification can happen through Phone and your account will be activated only after a successful verification of the details provided.

2. Software and Trademark Ownership and Licenses

2.1.Software Ownership

You acknowledge and agree that, as between you and STÖR-e, all Software and any other content provided by STÖR-e, and all worldwide intellectual property rights therein, are the exclusive property of STÖR-e. All rights in and to the Software and Services not expressly granted to you in this Agreement are reserved by STÖR-e.

2.2. Access and License

Subject to the terms and conditions of this Agreement, STÖR-e grants to you a non-exclusive, non-transferable, revocable, limited license to (a) remotely access and use the Software on servers operated by or for STÖR-e ("STÖR-e Servers") through the STÖR-e Site solely for the purpose of building, maintaining, and operating an interactive store hosted by the STÖR-e Servers on which you offer products or services ("your Store"), solely to process transactions for your Store. you may modify

code that we make available to you for the purpose of customising features in your Store.

2.3. Restrictions

You acknowledge that the Software and its structure, organisation, and source code constitute valuable intellectual property of STÖR-e. Accordingly, except as expressly allowed under Section 2.2, you will not, either directly or through a third party, (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, or (d) transfer your interest in and to your Store to any third party.

2.4. Trademark Ownership, License & Restrictions

Subject to the terms and conditions of this Agreement, and upon your election to use and pay applicable fees for the Software and Services, or parts of them, STÖR-e grants to you a non-exclusive, non-transferable, revocable license (without the right to grant sub-licenses) to display those trademarks that STÖR-e provides to you under this Agreement ("STÖR-e Marks"), solely for display on those locations on your Store's web pages or on promotional materials for your Store as designated by STÖR-e in its sole discretion, and that STÖR-e may periodically change from time to time. STÖR-e grants no rights in the STÖR-e Marks other than those expressly granted in this Section 2.4. you acknowledge STÖR-e's exclusive ownership of the STÖR-e Marks and that all use of STÖR-e Marks inures to STÖR-e benefit. you agree not to take any action inconsistent with such ownership and you agree not to adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the STÖR-e Marks or in such a way as to create combination marks with the STÖR-e Marks. At STÖR-e's request (in its discretion), you agree to immediately discontinue all use and display of the STÖR-e Marks. you acknowledge and agree that, except with respect to the trademark license granted in this Agreement, no licenses are granted by STÖR-e to any other trademarks, service marks, or trade names owned by STÖR-e, or its affiliates.

You agree that the nature and quality of all goods and services that you provide in connection with the STÖR-e Marks and all related advertising, promotional and other uses of the STÖR-e Marks by you shall be of a high standard so as to protect and enhance the STÖR-e Marks and the goodwill pertaining to such marks.

2.5.Additional Features

STÖR-e may make certain features, Software, services, and programs available to you for use with or in connection with the Software and Services ("Additional Services"). Additional Services may be provided by third parties and may be subject to additional or independent terms and conditions. STÖR-e is not responsible for any Additional Services provided by third parties. you agree that you will not use such Additional Services unless you have agreed to the applicable terms and conditions, including your payment of additional fees as required.

3. Services

3.1.Services

Upon activation of your account and subject to the payment of applicable fees and your compliance with this Agreement, STÖR-e will provide you during the term of this Agreement with the hosting, support and other miscellaneous Services as provided on the pricing page of the STÖR-e Site and for the Software licensed to you under this Agreement. Your Store will be hosted on STÖR-e Servers on which several other merchants may share the resources and network capacity.

3.2. Changes in Services

STÖR-e reserves the right to change, amend, and otherwise alter the Services without prior notice to you. you agree to receive administrative communications from STÖR-e with regard to the Software and Services, your account, policy changes, system updates, and other notices. If you do not agree to such changes, then you may terminate use of the Services. STÖR-e will not refund any fees or payments in the event of such termination

3.3.Service Downgrades

Downgrading your Service may cause the loss of content, features, or capacity of your account. STÖR-e does not accept any liability for such loss.

4. Your Store & Content Control

4.1 Control of your Store

You agree that STÖR-e has no obligation to back-up any data related to your Store's operations, that you will not have access to such data if your account is terminated and

you should independently take appropriate steps to maintain such data in accordance with your needs and requirements.

4.2 Ownership and Control of your Store's Content

you retain all right, title, and interest in and to all intellectual property rights in your content, exclusive of any content provided by STÖR-e. you will own trademarks you use, and User-generated content on and related to your Store. As a conduit, STÖR-e will give you discretion over your content on the condition it is compatible and interoperable with the Software and Services provided by STÖR-e under this Agreement and your content and use of the Services, Software, and STÖR-e Site comply with all applicable laws and the terms of this Agreement. Regardless of other language in this Section, if STÖR-e has reason to believe that you have breached any of the terms of this Agreement, STÖR-e may suspend or terminate your Store and/or any access to information or data related to your account and the Software and Services, and disable and delete any content on your Store.

4.3 Passive Conduit

You acknowledge that, by only providing you with the ability to publish and distribute your own or third party products, services, and content, STÖR-e and its Software and Services are acting only as passive conduits for the distribution and publishing of such products, services, and content on your Store. STÖR-e has no obligation to you or any third party, and undertakes no responsibility, to review your Store, the products or services listed on your Store or any other content published and distributed on or through your Store. Regardless of anything else in this Agreement, if STÖR-e believes in its discretion that your Store or any products, services, content, or other materials in the Store or on STÖR-e Servers, or your use of any Software, App, or Service, may create liability for STÖR-e or harm other Users of STÖR-e's websites or services, then you agree that STÖR-e may take any actions that STÖR-e believes are prudent or necessary to minimise or eliminate STÖR-e's potential liability or to protect other Users of STÖR-e's websites or services, including terminating your account or denying you Service.

4.4 Content License

During the period that STÖR-e provides Services to you pursuant to this Agreement, you hereby grant to STÖR-e and its subcontractors, and vendors a non-exclusive, irrevocable, sub-licenseable, royalty-free, transferable, worldwide license to reproduce, use, distribute, create derivative works of, alter, modify, resize, crop, watermark, reformat, re-save, compress, decompress, rewrite, cache, strip metadata, transmit, publicly perform, publicly display, and digitally perform your content, data, and trademarks solely to host your Store, run the Software and Apps, provide the Services and to otherwise promote and manage the STÖR-e Site. By making your Store public, you agree that others can view your content. you understand and agree that copies of your Store, or parts of your Store, may continue to be stored on STÖR-e Servers after you terminate your account. STÖR-e agrees not to use your content, data, and trademarks after your account is terminated except as required to comply with legal requests or requirements, investigate claims, defend itself, and maintain records. you acknowledge and agree that STÖR-e, its subcontractors, and vendors may use your content for beta testing purposes even if such beta tests do not have a positive impact on performance.

4.5 Order Management

STÖR-e may make certain order fulfilment services, such as payment verification and processing, store management services available to you. Some of these services may be available through third party vendors, such as PayU and Stripe, and the services provided with such vendors will be pursuant to the respective vendor's terms and conditions. you understand and agree that STÖR-e is not responsible for the availability or provision of such services or for such third party vendor's non-performance or breaches of its agreement. STÖR-e does not guarantee the availability, security, or delivery of such services or that you will be eligible for any vendor's services.

It is your responsibility to address all issues with regard to a vendor, including payments, refunds, chargebacks, collections, and service outages, with such third party vendor. It is also your responsibility, and you agree to comply with all applicable terms, as well as all laws and industry guidelines regarding payment and orders that apply to merchants, including laws with regard to taxes, privacy, and PCI guidelines.

4.6 Claims Against your Store

We handle third party claims against your Store in accordance with Terms of Use Policy, which is incorporated into this Agreement by reference, and which you agree to.

5. Prohibitions

5.1 Covenants

you covenant that all products, services, and content offered, published, or distributed on or through your Store and your related activities, including use of the Software and Services will not violate the STÖR-e's Terms of Use as it may be amended from time to time, and will not:

- be false, inaccurate, or misleading;
- be fraudulent or involve the sale of counterfeit, stolen, or infringing items;
- infringe or misappropriate any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- violate any law, statute, ordinance, regulation, or industry guideline (including those governing privacy, publicity, export control, consumer protection, intellectual property, gambling, data security standards, unfair competition, anti-discrimination, criminal activities, or false advertising);
- be defamatory, libellous, offensive, unlawfully threatening, or harassing;
- advocate, promote, or provide assistance in connection with, violence, discrimination, significant risk of death or injury, or other unlawful activities;
- be obscene or contain child pornography;
- contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information, or disable any system, Software, or hardware that is intended to encrypt, obscure, or protect data or personal information;
- involve the transmission of any unsolicited commercial or bulk email (known as "spamming") and you shall not use your account or your Store as a return address for unsolicited commercial mail originating elsewhere or participate in any activities related to so-called pyramid, ponzi schemes or the like;

- involve the collection, sale, storage, or transmission of, or attempt to collect personally identifiable information of any person or entity, except with the express written consent of that person or entity and of which consent you shall maintain a written record for a period of three (3) years after any termination of this Agreement;
- be harmful or potentially harmful to STÖR-e Servers or systems as determined in STÖR-e's discretion, including without limitation overloading STÖR-e's technical infrastructure;
- involve subleasing your account or offering "free space" on or other access to your account or your Store to third parties;
- involve selling your account other than as part of a sale of your business and with our prior written consent;
- create liability for STÖR-e, its vendors or its subcontractors or expose them to undue risk or otherwise engage in activities that STÖR-e, in its sole discretion, determines to be harmful to STÖR-e, its vendors, affiliates, operations, reputation, or goodwill;
- include descriptions of goods or services that violate any applicable law, statute, ordinance, or regulation, or that violate this Agreement;
- use your Store to link to, or to support, directly or indirectly, any other store, website, entity or activity that violates these terms or any applicable law, statute, ordinance, or regulation; and
- not to bypass, disable or override any restrictions, security measures, or other limitations on your account, your Store, the Services or Software.

5.2 Prohibited and Restricted Activities

Prohibited Products & Services

you agree not to publish, offer for sale, sell, or otherwise distribute any of the following items on, through or connected with your Store

- Blood, bodily fluids, antibodies, body parts, and items derived from such things;
- Burglary tools and surveillance equipment;
- Counterfeit items;

- Content or material that is infringing or otherwise violates rights of publicity, privacy or proprietary rights, including: music; movies; e-books; games; videos; photographs and Software that you do not own or have permission to use;
- Illegal drugs and drug paraphernalia and substances designed to mimic illegal drugs;
- Tobacco products;
- E-cigarettes and smokeless tobacco products;
- Fireworks, destructive devices, explosives, and hazardous materials;
- Identity documents, government documents, personal financial records, or personal information (in any form, including mailing lists);
- Lottery tickets, raffle, opportunity drawing and sweepstakes entries, slot machines, or similar gambling devices and products;
- Obscene material;
- Child pornography;
- Offensive material;
- Hate speech, including speech that is harmful to others;
- Unwashed clothing and bedding and previously used cosmetics; see restricted items for washed used clothing and bedding and unused cosmetics;
- Police badges or uniforms;
- Prescription drugs, steroids, items containing pseudoephedrine, and medical devices;
- Chemicals, serums, toxins, and similar items;
- Pets, animals, and wildlife products;
- Recalled items;
- Products and services that violate any law, statute, ordinance, regulation, or third party prohibition;
- Stocks or other securities;

- Code or similar automatic items, programs, or processes, such as automated Software, data mining Software, scrapers, and 'bots;
- Online and social media activity, such as selling likes, views, followers, and subscriptions;
- Weapons and other related items, including, without limitation, firearms, firearm parts and magazines, ammunition, BB and pellet guns, tear gas, stun guns, switchblade knives, and martial arts weapons;
- Stolen property, including digital and virtual goods; or
- Any product or service that is illegal, violates the rights of others or is marketed or sold in such a way as to create liability for STÖR-e.

Restricted Activities

you may publish, offer for sale, sell, or otherwise distribute the following items on, through or connected with your Store, but only if applicable federal, state, local, and other laws permit you to do so, and you fully comply with such laws:

- Digital files that you do not own or have all necessary rights or license to store, display, perform, copy and distribute;
- Event tickets;
- Food items;
- Hazardous, restricted, or perishable items;
- Pesticides;
- Animals, animal products, plants, and seeds;
- Charitable services or goods, and fundraising;
- Artifacts;
- Currency and stamps, but sales of virtual currency are prohibited other than by the operator of the virtual world;
- Used items, such as washed clothing and bedding, and unused cosmetics; or
- Adult items or pornography.

Permission Needed

you must obtain our prior authorization to publish, offer for sale, sell, or otherwise distribute alcoholic products on, through, or connected with your Store.

In addition, STÖR-e reserves the right to prohibit the use of the Services for any purpose that it deems objectionable or that poses elevated risks.

6. Fees; Taxes; & Audit Rights

6.1 Fees

you shall pay the fees set forth on the Pricing page for the plan you choose. STÖR-e may change the fees for its Services from time to time. If you do not accept a change in the fees, then you may terminate your account. you agree not to disguise, hide, or otherwise misrepresent the number of products that you offer on or through your Store, or through use of any features of the Services, Software, App or otherwise.

6.2 Payment Terms

you agree to pay, via electronic payment, for the Services, Software, in advance on a monthly basis. you understand that all fees are non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

Upon non-payment STÖR-e in its discretion may re-attempt to collect the amount due up to 3 times before suspending or terminating your account or immediately suspend or terminate your account.

6.3 Taxes

All fees under this Agreement exclude all applicable sales, use, and other taxes and government charges, whether central, state or foreign, and you will be responsible for payment of all such taxes, fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or license of the Software and performance of the Services under this Agreement.

you are solely responsible for collecting and reporting taxes on goods and services you offer on, through, or connected with your Store.

7. Disclaimer of Warranties

STÖR-e, its vendors, and service providers, provide the Software, Services, and Additional Services, on an "as is" and "as available" basis and expressly disclaim any and all express, implied, or statutory warranties, including the warranties of merchantability, fitness for a particular purpose, quiet enjoyment, title, non-infringement, and warranties arising from a course of dealing, usage, or trade practice. STÖR-e, its vendors, and service providers, do not warrant that the Software, apps, services, and additional services will be error-free or uninterrupted and make no representations regarding uptime, use, data security, accuracy, and reliability of the Software, Services, and Additional Services. you acknowledge and agree that this Section 7 is reasonable and an essential element of this Agreement and that in its absence, the economic terms of this Agreement would be substantially different.

8. Limitation of Liability

In no event shall STÖR-e, its vendors, or service providers, or their officers, members, directors, employees, contractors, or agents be liable for lost profits or any special, indirect, punitive, incidental, or consequential damages arising out of or in connection with the Software, Services, any Additional Services, or this Agreement (however arising, including negligence). STÖR-e's, its vendors', and service providers', cumulative liability, and the liability of their officers, members, directors, employees, contractors, and agents to you or any third parties in any circumstance is limited to the amount of fees you paid to STÖR-e in the one (1) year immediately preceding the month in which the action giving rise to the liability first arose. Some states do not allow the exclusion or limitation of certain damages, so the above limitation or exclusion may not apply to you.

9. Indemnity

you agree to indemnify and hold STÖR-e, its vendors, and service providers, and their officers, members, directors, agents, and employees, harmless from any and all losses, costs, liabilities or expenses (including reasonable attorneys' and expert witnesses' fees) incurred or arising from: (a) any content and other materials provided, stored, sold, or otherwise distributed by you or generated by Users of your Store, (b) any claims arising from the sale or license of goods or services in your Store, and (c) any breach by you or those you control of this Agreement or the documents it incorporates by reference. STÖR-e's, its vendors', and service providers' indemnity rights shall not be limited or offset by any contributory negligence by STÖR-e. STÖR-e reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with STÖR-e's defence of such claim.

10. Customer Data, your Data & Privacy Policy

10.1 Data Ownership

As between STÖR-e and you, (a) you shall own all data disclosed to you by, or collected by you about, an individual or entity that accesses your Store to browse or shop, and (b) STÖR-e shall own all data disclosed to it, or collected by it. STÖR-e treats all personal information collected through the STÖR-e Site as provided in our Privacy Policy, which is incorporated into this Agreement by reference and as it may be amended from time to time.

10.2 Texts

If you provide STÖR-e with a phone number, then you consent to receive text messages from STÖR-e at that number, including any messages delivered from an automatic dialling system. you understand that the text messages may assist in the provision of products or services. you also understand that you are not required to consent to receive texts to obtain products or services from STÖR-e, but if you do not consent you will not be able to receive text messages. STÖR-e uses your phone number as provided in our Privacy Policy, which is incorporated into this Agreement by reference and as it may be amended from time to time.

10.3 your Store's Privacy Policy

you must establish and agree to post, maintain and adhere to a privacy policy for your Store that complies with applicable laws and regulations, including informing your customers what personal information you collect, how you use such information, the effective date of your privacy policy and how your customers can learn of changes to your Store's privacy policy.

you agree to prominently include within your Store's posted privacy policy a statement notifying your customers that your Store is hosted by STÖR-e and that STÖR-e, including its service providers, and affiliates, have access to information related to your Store's customers for STÖR-e to analyze performance, make improvements to STÖR-e's Services and products and to provide related services, such as payment processing. you consent to the collection, processing, and transfer of all data by STÖR-e, and third parties contracted by STÖR-e, to assist in the performance of the Services. you may not use your customer information to send unsolicited commercial messages (spam) or otherwise in violation of any law, statute, ordinance, regulation, or industry guideline.

11. Breach

Without limiting other remedies, STÖR-e may limit your activity, issue a warning, temporarily suspend, indefinitely suspend, lock, or terminate your account or your Store, in whole or in part, and refuse to provide some or all of the Software or Services to you if: (a) you fail to pay any fees in accordance with this Agreement; (b) you breach this Agreement or the documents it incorporates by reference in any other manner; (c) STÖR-e is unable to verify or authenticate any information you provide to STÖR-e; or (d) STÖR-e believes that your actions may harm, cause financial loss or legal liability for you, your Store customers, STÖR-e, or STÖR-e's Users or affiliates.

12. Suspension and Termination

12.1 Suspension

At STÖR-e's discretion, STÖR-e may suspend your account or any part of your account by deactivating any access by you or by your customers to any information contained on the STÖR-e Servers related to your account. Suspension may also include disabling your Store and/or any access to information or data related to your account. Fees under this Agreement will continue to accrue on suspended accounts as if they were

not suspended. you will remain responsible for the payment of any such fees during any such period of suspension.

12.2 Termination

you and STÖR-e may terminate this Agreement and your account at any time.

12.3 Rights Upon Termination

In the event of expiration or termination for any reason, the licenses granted under Section 2 of this Agreement will automatically and immediately cease and you shall stop using the STÖR-e Site, Services, and Software, destroy all copies of the Software in your possession, if any. you will not have access to your account after termination. Upon termination, there will be no refund provided to you except as otherwise agreed to in writing by STÖR-e and all outstanding fees owed by you shall become immediately due and payable. Termination shall not affect the rights of STÖR-e to recover from you losses, damages, indemnity, defense costs, expert costs, collection costs, and/or attorneys' fees or expert witnesses' cost or other costs of any kind under this Agreement.

13. General

13.1 Governing Law and Jurisdiction

This Agreement will be governed in all respects by the laws of the State of Karnataka, India without giving effect to any conflicts of law principles that would require the application of the laws of a different jurisdiction. you agree that any cause of action that may arise under this Agreement or in connection with your use of the Software or Services will be commenced and heard only in the appropriate court having jurisdiction over Bangalore City, Karnataka. you hereby consent to the exclusive jurisdiction of and venue in such courts.

13.2 Legal Compliance

you shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Software and Services and your listing and sale of products and services on your Store.

13.3 No Agency

You and STÖR-e are independent contractors, and this Agreement is not intended to create, and does not create any agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship.

13.4 Force Majeure

Except for the payment of any fees due and payable under this Agreement, neither party's delay in the performance of any duties or obligations under this Agreement will be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, terrorist act, governmental act or order, act of God, failures in electric power or telecommunications services, or any other event beyond the control of the party.

13.5 Notices

Except as explicitly stated otherwise, any notices will be provided via email to STÖR-e, at support@thestor-e.com and to the email address or addresses you provide to STÖR-e. Notice will be deemed given twenty-four (24) business hours after email is sent.

13.6 Assignment

You shall not assign, transfer, or delegate this Agreement or any rights or obligations under this Agreement without our prior written consent. Any assignment, transfer, or delegation in contravention of the foregoing provision will be null and void. you agree that this Agreement may be assigned by STÖR-e, in STÖR-e's discretion without your consent. This agreement is binding on your permitted assignees and transferees.

13.7 No Third Party Beneficiary

You acknowledge and agree that nothing in this Agreement, express or implied, is intended to or will be construed to confer upon or give to any person, other than the parties, any interests, rights, remedies, or other benefits with respect to or in connection with any agreement or provision contained in or contemplated by this Agreement.

13.8 Severability; Waiver

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. STÖR-e's failure to act with respect to a breach by you or others does not waive STÖR-e's right to act with respect to subsequent or similar breaches.

13.9 Structure

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of any section. When used in this Agreement, the term "including" means "including but not limited to," and "discretion" means the sole discretion of the applicable party unless expressly stated to the contrary.

13.10 Survival

Sections 2.1 (Software Ownership), 2.4 (STÖR-e Trademark Ownership, License and Restrictions), 4.4 (Content License), 6 (Fees), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Indemnity), 10 (Customer Data, your Data, & Privacy Policy), 12.3 (Rights Upon Termination), and 13 (General), as well as all definitions needed to give meaning to such sections and any terms that by their nature survive, will survive any termination or expiration of this Agreement.